Louisiana Public Service Commission

Attention: Kathleen Richardson

RFP 16-01

Docket No. X33876 Entergy Services Inc., ex parte.Potential Request for Proposals for Renewable Resources

February 18th, 2016

PREPARED BY:



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Mandeville, LA 70448

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POWER SERVICES DIVISION

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February 18, 2016 Kathleen Richardson Louisiana Public Service Commission Office of the General Counsel 602 North Fifth Street (Galvez Building) (70802) P.O. Box 91154

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Email: kathleen.richardson@la.gov brandon.frey@la.gov

RE: RFP 16-01 Docket No. X33876 Entergy Services Inc., ex parte. Potential Request for Proposals for Renewable Resources. Request for Proposals for outside technical consultant.

Kathleen,

Advanced Structural Technologies, Inc. (AST) is pleased to present our proposal for technical consulting services to assist the Commission Staff in the review and analysis of Entergy Services, Inc's upcoming request for proposals for up to 200 MW of renewable resources. AST's proposal is in compliance with the Commission's General Order, R-33197, Rules Governing Selection of Contract Employees by the Louisiana Public Service Commission, dated November 10th, 2014.

EXECUTIVE SUMMARY

The Commission's Staff in the Legal, Utilities, and Auditing Divisions will be assisted by AST's distinctive qualifications below:

- Staff's utility, business, and technical consulting backgrounds
- Staff's business educational backgrounds
- Staff's professional engineering licensure achievements
- Staff's practical power utility experiences
- Staff's experience at evaluating transmission line models and constraints
- Division dedicated solely to power technical consulting
- Staff's participation in numerous professional associations
- Staff's in-depth knowledge of Entergy Services, Inc.'s business processes
- Staff's background in municipal electric accounting standards, practices, rate setting, and load forecasting.

AST's staff is experienced with almost every type of renewable resource ranging from technical consulting, engineering, design, construction, demand and reliability, proposal creation and evaluation, and the strategic advantage and disadvantages of each renewable power generation resource type. AST's staff has been involved in countless projects involving addressing forecasted load growth solutions and evaluations, potential unit deactivations and activations, and has reviewed the stakeholder concerns from Entergy's Final IRP in Docket I-33014 dated August 3rd, 2015, reviewed Order I-33014 based upon Docket I-33014 dated December 17th, 2015, reviewed Commission's Market Based Mechanisms Order as amended by Docket R-26172 Sub Docket C dated October 29th, 2008, reviewed Docket U-21497, reviewed Docket U-33244, reviewed Docket U-21497 for General Order dated November 6th, 1997, reviewed General Order (1983 Order) as amended by Docket R-33197 dated November 10th, 2014 and Docket R-30517 dated October 29th, 2008, and has reviewed MISO tariffs, rules, and planning processing specifically related to resource adequacy planning processes and the use of zonal resource credits.

Entergy Services, Inc's upcoming request for proposals for up to 200 MW of renewable resources is directly correlated with Entergy's Final IRP in Docket I-33014 dated August 3rd, 2015. AST will carefully review and draft documents on behalf of the Commission's Staff while adhering to all of the Commission's and MISO requirements. AST will investigate Entergy Services, Inc's renewable resource proposal request to verify the renewable resources will address the power market conditions of forecasted load growth, purchased power agreement expirations, and potential unit deactivations and activations while addressing the stakeholder concerns about fairness and the acquisition of economic resources as detailed from Docket I-33014, Entergy's 2015 Final RFP. AST's activities on behalf of the Commission's Staff will be to participate in the RFP process stages including technical and bidders' conferences, review and comment on draft documents, informal meeting participation, review certification applications, review testimony and exhibits, review Entergy Services, Inc's financial data, data request assistance and drafting, data response analysis, formal status conference participation, business and executive session meeting participation, pre-trail conference participation, deposition participation, hearing participation, audit memoranda and exhibits draft and preparation, draft and prepare pre-field testimony and exhibits in support of Staff's ultimate recommendation, assist in drafting of applicable motions, exceptions, briefing sheets, and orders of the Commission.

FLEXIBLE APPROACH

AST proposes to serve the Louisiana Public Service Commission on RFP 16-01 by utilizing AST's capable internal resources and knowledge of utility regulations, utility processes, and a dynamic team led by a former utility employee to ensure the Commission's Staff are empowered with every resource required during AST's representation.

AST will work closely with the Commission's Staff and other third-parties, as requested by the Commission, during the review of the renewable resources proposals as defined in this proposal. If any issues are found during discovery, AST will diligently work to reach a mutually beneficial and agreeable solution for all parties.

AST's team members and staff have a great combination of power industry experience, in-depth study of utility renewable resources including advantages and disadvantages, professional licensures, educational backgrounds, achievements, and knowledge to serve the Commission and stakeholder's best interests by providing a thorough and detailed consulting experience. Exhibit A includes a resume for each AST staff member assigned to work on RFP 16-01. Additional members may be assigned to augment the team's service to the Commission, as needed, and pending approval of the Commission.

Project Team

Mr. Donald Priebe, Vice President, will be the primary point of contact and project manager. Mr. John Levar, Mr. David Buchanan, and Ms. Elizabeth Larsen will assist as appropriate. AST's experienced project team resumes are attached in Appendix A for review.

PROJECT SCHEDULE

AST will utilize a collaborative, team-oriented, project plan of action approach tied to stakeholder schedules, timeline durations, and milestones as detailed below.

Milestone	Duration/Days
Technical Conference Attendance	2
Bidders' Conference Attendance	2
Draft Document Review and Response	15
Informal Meeting Participation	3
Certification Application Review and Response	3
Testimony and Exhibit Review	1
Financial Data Review	2
Data Request Assistance	1
Data Draft Assistance	1
Data Response Analysis	1
Formal Status Conference Participation	2
Business and Executive (B&E) Session Meeting Participation	2
Pre-Trial Conference Participation	2
Deposition Participation	2
Hearing Participation	2
Audit Memoranda and Exhibits Draft and Preparation	2
Pre-field Testimony Draft and Preparation	2
Recommendation Exhibit Draft and Preparation	2
Application Motions, Exceptions, Briefing Sheets, and Order Draft Preparation	2
Total Duration	40 Dusiness Dave

Total Duration 49 Business Days

It is our understanding that the Commission Staff anticipates considering RFP 16-01 responses at the February 2016 Business and Executive Session scheduled for February 24th, 2016. It is anticipated award will follow within fourteen business days after the February 2016 Business and Executive Session, and a twelve to eighteen-month timeline period of representation will be required per the Commission's suggestion in RFP 16-01.

Due to stakeholder concerns from Entergy's Final IRP in Docket I-33014 dated August 3rd, 2015 lengthening the project schedule, AST will work diligently with the Commission to shorten the eighteen-month timeline period of representation to a six-month duration.

AST has planned on offering services for the eighteen-month duration on a time and expense not to exceed budget. If the period of representation is less, the overall project budget will reflect the consulting labor and expense savings.

PROPOSED SCOPE OF SERVICES

The scope of service and plan of action proposed for the project is described in the attached Exhibit B - Scope of Services.

<u>Insurance</u>

AST maintains professional liability coverage in the amount of \$2 million each claim and \$2 million annual aggregate. In addition, AST carries general liability and worker's compensation. Insurance certificates verifying AST's coverage will be made available upon request.

Proposal Budget

AST is pleased to offer a time and expense not to exceed combined labor and expenses budget for this request for technical consulting services scope of seventy-two thousand seven hundred fifty dollars. Labor expenses will amount to approximately sixty-seven thousand two hundred dollars, and five thousand five hundred fifty dollars of expenses. The rates per hour vary per each consultant and/or manager from \$145.00 to \$375.00 hourly.

Professional Services Budget

Item		Amount
Labor		\$67,200.00
Expenses		\$5,550.00
	Total	\$72,750.00

Additional Services required beyond the Scope of Services will be negotiated with permission from the Commission and Staff and mutually agreed upon.

Reimbursable Expenses

Reimbursable Expenses, as defined in attached Exhibit B - Terms and Conditions, will be billed on a monthly basis at a rate of 1.0 times the cost incurred. AST expenses would be provided with proof of purchase attached and disclosed apart from labor and processed in accordance with the State of Louisiana's Travel Policies and Procedures Memorandum for Allowable Expenses.

Conflicts of Interest

AST's staff has provided technical services to Entergy Services, Inc. in the past, but does not have any ongoing services or contractual obligations anticipated during this request's proposed timeframe. AST believes this does not constitute a conflict of interest, but the above statement has been included for the purpose of full disclosure.

Acceptance

This Letter of Agreement, Exhibit A (AST Project Team Resumes), Exhibit B (Scope of Services) and Exhibit C (Terms and Conditions) hereto, constitute the entire agreement between the parties. We are submitting this Letter of Agreement electronically and physically for your acceptance. You may accept this contract through the signature of its authorized representative below or propose Commission's subcontract terms for review and execution.

We very much appreciate the opportunity to present this proposal and look forward to discussing it with you. If you have any questions, or require additional information, please do not hesitate to call me at 844-854-9302, extension 301.

Sincerely,	
Donald Priebe Vice President - Power Services Division	
Attachments	
Accepted:	Invoice to:
Date Company Name (please print)	Name(please print) Address
Signature	

EXHIBIT A – AST PROJECT TEAM RESUMES



DONALD EVERETT PRIEBE, MBA

Vice President of Power Services/ Project Manager/Primary Point of Contact

Contact Information: 844-854-9302 ext. 301 dpriebe@asteng.com

Mr. Priebe manages the Power Services Division at Advanced Structural Technologies, Inc. (AST).

He has a wide range of medium voltage to extremely high voltage power experience, 5kV to 525kV, on many successful projects throughout the country. His project management and design engineering expertise includes scoping and conceptual planning, project cost and construction estimating, substation and switchyard layout design, electrical physical design, relay protection and controls design, lighting protection and analysis design, lighting analysis and design, conduit and cable schedule design, equipment specifications, procurement assistance, program management, construction management assistance, commissioning support assistance, control building layout design, computer modeling and drafting, site and surveying assistance, site and civil design assistance, vendor coordination, proposal preparations, technical consulting, scheduling, safety plan and procedure implementation, and Owner's Engineer roles.

As a former municipal electric utility employee, he understands a client's issues and diligently manages creative solutions considering personnel safety, specifications, equipment constraints, and budgets coinciding with design, engineering, and management expectations. His power experience working with electric municipalities, government power agencies, electric cooperatives, independent power providers, regulated and unregulated utilities, electrical contractors, and heavy industrial customers provides AST's clients with access to tried and true solutions within budget and schedule.

EDUCATION

Bachelor of Science Degree in Electrical Engineering Louisiana Tech University – Ruston, LA

Master of Business Administration Louisiana Tech University – Ruston, LA

PROFESSIONAL SOCIETIES Louisiana Engineering Society

EXPERIENCE/ YEARS WITH FIRM

9 year's industry experience/1 year with AST

RELEVANT EXPERIENCE

Scoping & Conceptual Planning

138kV Longville Switchyard Project, Remote End Protection, & Transmission Line Cut-in - Longville, LA 138kV West Opelousas Switchyard Project & Transmission Line – West Opelousas, LA Vicksburg 115kV Improvement Projects – Various, MS 230/138kV Donahue Substation & Remote End Relay Projects – Various, LA 230/69/13.8kV Red Bayou Substation, Transmission, & Relay Remote End Projects – Mansfield, LA 21kV Hydroelectric Scoping Projects – Various, CA

Project Cost & Construction Estimating

138kV Switchyard #1 & GSU Switchyards - Morgan City, LA

525kV York II Switchyard & GSU Switchyards - Peach Bottom Township, PA

21kV Hydroelectric Scoping Projects - Various, CA

230kV Kings Mountain Energy Center - Kings Mountain, NC

115kV Franklin-McComb Improvement Projects - Various, MS

230kV LNG Cameron Improvement Projects - Various, LA

Vicksburg 115kV Improvement Projects - Various, MS

Substation & Switchyard Design

345kV Bath Substation Add 345kV Transformer & Bay - Dayton, OH

138kV West Opelousas Switchyard Project & Transmission Line - West Opelousas, LA

230/69/13.8kV Red Bayou Substation, Transmission, & Relay Remote End Projects - Mansfield, LA

138kV Switchyard #1 & GSU Switchyards - Morgan City, LA

138kV D.G. Hunter Switchyard Expansion - Alexandria, LA

525kV York II Switchyard & GSU Switchyards - Peach Bottom Township, PA

115kV Wake Forest Substation Grounding Analysis & Design - Wake Forest, NC

115kV Candor Substation Grounding Analysis & Design - Candor, NC

69kV Beaumont Substation Breaker & CCVT Replacement - Beaumont, TX

115/13.8kV Strong Substation Add Transformer & Bay - Strong, AR

115/13.8kV H.S. Albright Greenfield Substation - Lake Hamilton, AR

Relay Protection & Controls Design

69kV Kentucky Substation Relay Replacement - Ruston, LA

230/69/13.8kV Donahue Substation & Remote End Relay Projects - Various, LA

115kV Trenton Substation Relay Analysis - Ruston, LA

115/69kV Municipal Relay & SCADA Improvement Project - Ruston, LA

Program/Project Management

138kV Longville Switchyard Project, Remote End Protection, & Transmission Line Cut-in - Longville, LA

115kV Rubart Switchyard Acceptance Testing & Commissioning Project Management - Ulysses, KS

115/15kV Lower Baker Dam Powerhouse #4 Testing & Commissioning Project Management - Concrete, WA

69kV Kentucky Substation Relay Replacement - Ruston, LA

230/69/13.8kV Donahue Substation & Remote End Relay Projects – Various, LA

115kV Trenton Substation Relay Analysis - Ruston, LA

115/69kV Municipal Relay & SCADA Improvement Project - Ruston, LA

138kV West Opelousas Switchyard Project & Transmission Line - West Opelousas, LA

138kV Union Gap Substation Acceptance Testing & Commissioning Project Management - Union Gap, WA

230/69/13.8kV Red Bayou Substation, Transmission, & Relay Remote End Projects - Mansfield, LA

138kV Fogarty Substation Acceptance Testing & Commissioning Project Management - Fogarty, IL

Owner's Engineer/Staff Augmentation

69kV Beaumont Substation Breaker & CCVT Replacement – Beaumont, TX

 $115/13.8kV\ Strong\ Substation\ Add\ Transformer\ \&\ Bay-Strong,\ AR$

115/13.8kV H.S. Albright Greenfield Substation - Lake Hamilton, AR

138kV Longville Switchyard Project, Remote End Protection, & Transmission Line Cut-in – Longville, LA

230/69/13.8kV Donahue Substation & Remote End Relay Projects - Various, LA

138kV West Opelousas Switchyard Project & Transmission Line - West Opelousas, LA

230/69/13.8kV Red Bayou Substation, Transmission, & Relay Remote End Projects - Mansfield, LA



JOHN MATHEW LEVAR, P.E.

Principal Engineer/Project Manager
PROFESSIONAL ENGINEER (ID, KS, LA, MN, NC, UT, VA, WI, WY)

Contact Information: 952-854-9302 ext. 203 jlevar@asteng.com

Mr. Levar is a co-founder and Principal of Advanced Structural Technologies, Inc. (AST).

He has a wide range of experience on many successful projects throughout the country. His expertise includes technical consulting, project management, and structural design on both new and complex projects. As an Architectural Engineer by degree, he brings unique solutions to the table and takes great care in considering the impact of decisions on other disciplines. His hands-on experience provides AST's clients with the well-vetted, realistic solutions.

Mr. Levar initiated the development of AST's BIM services in 2007 and continues to develop AST's workflows and new processes for utilizing BIM during design and construction. He recently led AST's development of proprietary processes which incorporates fabrication level detailing into the structural models during the design process.

EDUCATION

Bachelor of Science Degree in Architectural Engineering (structural emphasis) The University of Wyoming – Laramie, WY

Master of Science Degree in Civil Engineering (structural emphasis) The University of Wyoming – Laramie, WY

Level 1 Infrared Thermographer

EXPERIENCE/ YEARS WITH FIRM

15 year's industry experience/13 years with AST

RELEVANT EXPERIENCE

Hospitality

The Hotel at Prairie Meadows Racetrack and Casino - Altoona, IA Hampton Inn - Shakopee, MN Holiday Inn Express - Buckeye, AZ Hampton Inn - Minot, ND Dellwood Country Club - Dellwood, MN Double Tree Remodel - Minneapolis, MN Hilton Remodel - Minneapolis, MN

Industrial/Manufacturing

RMS Facility Addition – Minneapolis, MN
Milltronics Expansion – Waconia, MN
Bob Inc. – New Hope, MN
New French Bakery Facility Remodel – Minneapolis, MN
Walter G. Anderson Folding Carton Manufacturers – Hamel, MN
Melrose Dairy Protein Process Plant Modifications – Melrose, MN

Religious

First Congregational Church of Anoka – Anoka, MN Holy Trinity Remodel and Addition – New Hope, MN Redeeming Grace – Rogers, MN

Retail

Gander Mountain Stores - Nationwide
Camping World Stores - Nationwide
The Shoppes at Arbor Lakes - Maple Grove, MN
Fort Bend Crossing – Sugarland, TX
Belle Plaine Retail – Belle Plaine, MN
Marketplace at Oaks – Oaks, PA
Office Max – Savage, MN
Village Chevrolet Remodel – Wayzata, MN
Medina Retail Outlots – Medina, MN
Vadnais Heights Mall Remodel – Vadnais Heights, MN
Regis Salons – Multiple Locations

Senior Living

Cherrywood Pointe – Forest Lake, MN Northern Lakes Senior Living – Baxter, MN The Rosemount at Steeple Center – Rosemount, MN Rosemount Activity Center – Rosemount, MN The Shores at Lake Phalen – Maplewood, MN Villas at Osseo - Osseo, MN

Special Projects

Advance Auto Parts Data Center Remodel – Roanoke, VA Target Data Center Remodel – Brooklyn Park, MN Health Partners Data Center Remodel – Minneapolis, MN Target.com Data Center Remodel – Woodbury, MN Aldrich Arena Elevator Addition – Maplewood, MN Highland Arena Elevator Addition – St. Paul, MN

Warehouse/Distribution Centers

US Bank DCS – St. Paul, MN
McDonald Distributing – Rush City, MN
Walter G. Anderson Folding Carton Manufacturers – Hamel, MN
Public Storage – Multiple Locations
Letieri's Food Processing – Shakopee, MN
Turnpike Crossing 2 (Office Max) – South Brunswick Township, NJ
Glendale Commerce Center 2 – Glendale, WI
Rickenbacker 4 – Groveport, OH
Keystone 1 – Bristol, PA

VA/ NCA Projects

Eagle Point Nation Cemetery Administration and Maintenance Buildings – Eagle Point, OR
Eagle Point Nation Cemetery Columbarium – Eagle Point, OR
Eagle Point Nation Cemetery Phase 1 Expansion – Eagle Point, OR
Camp Nelson Maintenance Facility - Camp Nelson, KY
Danville Nation Cemetery Material Storage – Danville, IL

Special/Unique Experience

St. Thomas Law School Skyway – Minneapolis, MN
US HWY 64 FRP Bridge Strengthening – Haw River, NC
Upsher Smith Narcotics Vault – Maple Grove, MN
Wells Blue Bunny FRP Blast Strengthening – LeMars, IA
US Bank Security Bollard Design – St. Paul, MN
B.H. Whipple Federal Building Security Bollard and Barrier Design - St. Paul, MN
Zorinski Federal Building FRP Blast Strengthening – Omaha, NE
Printing Press, Die Cutter and other Equipment Foundations – Multiple Locations
Pilon Sign and Solar Array Foundations – Multiple Locations
Liquid Containment Traps/Foundations – Multiple Locations



DAVID C. BUCHANAN, P.E., S.E., P.Eng.

Principal Engineer/Project Manager

LICENSED IN 12 STATES AND 4 CANADIAN PROVINCES

Contact Information: 952-854-9302 ext. 202 dbuchanan@asteng.com

Mr. Buchanan is a founder and managing principal at Advanced Structural Technologies, Inc.

Mr. Buchanan oversees all project management work and engineering drawing production for AST's projects throughout the country, including the high seismic regions of the West Coast.

Mr. Buchanan strongly believes that good engineers and managers are much more than just technical experts. Bringing value to his client's projects comes about through open and continuous communication and collaboration between team members and clients. He believes it is AST's responsibility to effectively communicate how decisions may impact the client's budget and schedule and works closely with clients to develop the best strategies for delivering quality projects on time and on budget.

EDUCATION

Bachelor of Science in Civil Engineering (structural emphasis) North Dakota State University, Fargo, ND

Masters of Science Coursework/Civil Engineering Instructor North Dakota State University, Fargo, ND

EXPERIENCE/ YEARS WITH FIRM 20 plus year's industry experience/14 years with AST

RELEVANT EXPERIENCE

Industrial

Amesbury Truth – Sioux Falls, SD
Star Exhibits – Brooklyn Park, MN
Shutterfly – Shakopee, MN
Bayer – Shakopee, MN
Leafline Labs – Cottage Grove, MN
Walter G. Anderson – Hamel, MN
Walter G. Anderson - Newton, IA
Rational Energies – Brooklyn Park, MN & Plymouth, MN
Rubinetterie Utensilerie Bonomi, Inc. – Shakopee, MN
Dynamic Sealing – Andover, MN
Beckman Coulter – Chaska, MN
G & K Services – Minneapolis, MN

Substations/Switching Stations/Power

Switching Station – Cameron, LA 450 kW Switching Station – Fair Lawn, NJ Bergen Switching Station – Ridgefield, NJ Marion Switching Station – Jersey City, NJ

Multi-Family Residential

The Edge at Gray's Landing – Des Moines, IA Nexus at Gray's Landing – Des Moines, IA Grain Belt Terraces – Minneapolis, MN Northern Star Apartments – Big Lake, MN

The Carlyle – Minneapolis, MN Grant Park – Minneapolis, MN

Office

Cardiovascular Systems, Inc. Headquarters – New Brighton, MN Citrus Park Office Building – Tampa, FL Wells Fargo Office Building – San Bernardino, CA Freighquote.com Office Building – Kansas City, MO Nelson Building Headquarters – Buffalo, MN Keindel's Office Building – North St. Paul, MN Emerald Point Buildings B & C – Dublin, CA Eastpointe Office Building – Issaquah, WA

Medical Office/Dental

Affordable Dentures - numerous locations nationwide

Parking

Best Buy Parking Ramp – Bellevue, WA
Campus Center Parking Ramp A – Irvine, CA
Campus Center Parking Ramps B & C – Irvine, CA
The Carlyle Parking Ramp – Minneapolis, MN
U.S. Bank Parking Ramp – St. Paul, MN
Eastpointe Parking Ramp – Issaquah, WA
Hollis Street Parking Ramp – San Francisco, CA
Interlachen Parking Ramp – Edina, MN

Retail

Urban Outfitters – numerous locations throughout the U.S. and Canada Anthropologie – numerous locations throughout the U.S. and Canada Free People – numerous locations throughout the U.S. and Canada Best Buy – numerous locations throughout the U.S. Gander Mountain - numerous locations throughout the U.S. Camping World - numerous locations throughout the U.S. OfficeMax –numerous locations throughout the U.S. Neimann Foods Grocery – Champaign, IL Carlson Toyota – Coon Rapids, MN

Retail - Banks

Bremer Bank – Minnetonka, MN M & I Bank – Minneapolis, MN TCF Bank – Richfield, MN The National Bank – Eagan, MN

Schools

Math & Science Academy – Woodbury, MN Yinghua Academy – Minneapolis, MN

Data Centers

Target Technology Center Renovation – Elk River, MN Target Technology Center Renovation – Brooklyn Park, MN

Warehouse/ Distribution Centers

SuperValu Food Distribution Center – Tampa, FL SuperValu Food Distribution Center – Indianola, MS Toro Distribution Center – Tomah, WI Toro Distribution Center – Ankeny, IA Toro Distribution Center – Windom, MN LDI Distribution Center – Isle of Wight, VA Domino's Distribution Center – Dallas, TX



Elizabeth A. Larsen

Engineer - EIT/Technical Consultant

Contact Information: 952.854.9302 ext. 210 elarsen@asteng.com

Since starting at AST, Ms. Larsen has been working to expand her experience and knowledge in a variety of areas in preparation for the PE Exam. She is eager to learn and apply her skills to each new project.

Ms. Larsen has a diverse background in the construction industry for a utility cooperative working closely with the transmission field engineers, and the gas industry working as a shop fabrication detailer for the structural steel on compressor station projects from Maryland to Upstate New York.

Enthusiastic and confident, Ms. Larsen tackles each project with fervor and determination. Any issues that crop up are merely puzzles to be solved. Her eagerness to problem-solve sets her apart from her peers.

EDUCATION

Bachelor of Science Degree in Civil Engineering with Structural Concentration Clarkson University, Potsdam, NY

Bachelor of Science Degree in Mechanical Engineering Alfred University, Alfred, NY

EXPERIENCE/ YEARS WITH FIRM

4 years' experience / 1 year with AST

RELEVANT EXPERIENCE

Hospitality

Marriott Residence Inn - Alexandria, VA

Retail

Gander Mountain – Oaks, PA Free People – numerous locations Best Buy – numerous locations

Power

Massena Substation - New York Power Authority - Massena, NY

EXHIBIT B - SCOPE OF SERVICES

This is an exhibit attached to and made part of the Proposal Letter, dated February 18, 2016, between Advanced Structural Technologies, Inc. ("AST") and Louisiana Public Service Commission ("Client")

Our Scope of Services and plan of action for the project includes the following:

Request for Proposal Process:

- 1. Technical Conference Attendance
- 2. Bidders' Conference Attendance
- 3. Draft Document Review and Response
- 4. Informal Meeting Participation
- 5. Certification Application Review and Response
- 6. Testimony and Exhibit Review
- 7. Financial Data Review
- 8. Data Request Assistance
- 9. Data Draft Assistance
- 10. Data Response Analysis
- 11. Formal Status Conference Participation
- 12. Business and Executive (B&E) Session Meeting Participation
- 13. Pre-Trial Conference Participation
- 14. Deposition Participation
- 15. Hearing Participation
- 16. Audit Memoranda and Exhibits Draft and Preparation
- 17. Pre-field Testimony Draft and Preparation
- 18. Recommendation Exhibit Draft and Preparation
- 19. Application Motions, Exceptions, Briefing Sheets, and Order Draft Preparation
- 20. Based Upon Forty-nine Day Proposal Duration Listed in Project Schedule

EXHIBIT C – TERMS & CONDITIONS

This is an exhibit attached to and made part of the Letter of Agreement dated February 18, 2016 between Advanced Structural Technologies, Inc. ("AST") and Louisiana Public Service Commission ("Client").

THIS AGREEMENT BETWEEN CLIENT AND AST (" Agreement") is made and entered into effective as of February 18, 2016 by and between Louisiana Public Service Commission ("Client") and Advanced Structural Technologies, Inc., a Minnesota Corporation ("AST"). The Letter of Agreement, Client and AST mutually agreed upon contractual terms documented in writing, and Exhibit B may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.

Agreement:

ARTICLE 1

Indemnification

- 1.1 To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless AST and AST's members, partners, shareholders, directors, officers, agents, affiliates and employees ("Indemnitees") from and against any and all actual or alleged loss, cost, damage, suits, claims, demands, expense and liability (including reasonable attorneys' fees, expert fees, and other costs of defense and/or settlement), including, but not limited to, claims for bodily injury (including death), property damage and economic loss, and fines or penalties ("Claims") arising out of the performance or lack of performance of Services by Client and allegedly caused, in whole or in part, by the negligent acts, errors or omissions, or willful misconduct of Client, its officers, employees, agents, or any person or organization for whom Client is legally liable. Notwithstanding the foregoing, Client is not obligated to indemnify and hold harmless an Indemnitee for that portion of a Claim (if any) which is ultimately determined, upon final adjudication, settlement or other resolution of the Claim, to have been caused by the negligence or willful misconduct of such Indemnitee; provided, however, that this exception does not limit or relieve Client of its obligation to defend the Indemnitees prior to such final resolution of the Claim.
- 1.2 To the fullest extent permitted by law, Client will defend and hold harmless AST for Client's reuse of the Documents for projects other than the Project for which they were prepared.

ARTICLE 2

Basic Services

2.1 The Basic Services of AST shall include, and are limited to, those items designated in Exhibit B - Scope of Services.

ARTICLE 3

Additional Services

- 3.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by AST under terms mutually agreed upon by the Client and AST.
- 3.2 Additional Services include the exclusions designated in Exhibit B Scope of Services, and any services not outlined under Basic Services.
- 3.3 The release of electronic files associated with the project are not part of the Scope of Services. The Scope

of Services provides hard copies, PLT, PDF's or TIFF formats of the Record Documents. The distribution of electronic documents is subject to an additional fee, conditions for use, and signature of a release document upon request.

ARTICLE 4

Payment

- 4.1 Invoices for AST's services shall be submitted on a monthly basis per the State of Louisiana's Travel Policies and Procedures Memorandum for Allowable Expenses. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2 Any inquiry or questions concerning the substance or content of an invoice shall be made to AST in writing within 7 days of receipt of the invoice. A failure to notify AST within this period shall constitute an acknowledgement that the service has been provided and that the invoice is correct.
- 4.3 A service charge may be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
- 4.4 In the event that any portion of an account remains unpaid 30 days after billing, AST may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of all services.

ARTICLE 5

Reimbursable Expenses

5.1 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, printing, copying, and reproductions.

ARTICLE 6

Insurance

6.1 AST shall secure and endeavor to maintain professional liability insurance and commercial general liability insurance to protect AST from claims of negligence, bodily injury, death, or property damage which may arise out of the performance of AST's services under this Agreement, and from claims under the Worker's Compensation acts. AST shall, if requested in writing, issue a certificate confirming such insurance to the Client.

ARTICLE 7

Termination

7.1 This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay AST for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

ARTICLE 8

Dispute Resolution

8.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to mediators.

ARTICLE 9

Disposition of Instruments of Service

10.1 All reports, plans, specifications, filed data, notes, and other documents, including all documents on electronic media and the Project's Structural Model, prepared by AST or its consultants, and including Structural Model Information, as identified by the Articles 1-9 herein, are Instruments of Service and shall remain the property of AST or its consultants, respectively. AST and its consultant's retain all common and/or civil law, statutory and other reserved rights, including, without limitation, copyright. AST shall make copies of its Instruments of Service available to the Client. All such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by AST for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to AST, to which the provision for indemnity at Article 1 is in effect and said indemnity shall survive the termination of the Agreement.

10.2 The Client acknowledges that errors may occur during the transmission of electronic files. The Client further acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, AST makes no representation that such media will be fully usable beyond 30 days from date of delivery to the Client. AST is not responsible for any claims, damages or expenses arising out of the use of such corrupted or deteriorated files.